

Delaware Waterfowl/Trout Stamp Program and Contest Agreement

Eligibility: All persons who are citizens of the United States are eligible to participate; however, members of the judging panel and their relatives are ineligible to submit entries.

Waterfowl Artist Agreement

The design must be of a Canvasback and Chesapeake Bay Retriever in a setting or environment found in Delaware on an archival surface.

The winning entry and all reproductions rights of the piece of art will become the exclusive property of the Department of Natural Resources and Environmental Control. In exchange for those rights, the Department of Natural Resources and Environmental Control agrees to provide to the winning artist a cash award of \$2,500 within sixty (60) days of the selection of the winning entry. The winning artist will also receive 150 artist proofs of the limited edition print series.

The print series will consist of a maximum of 1,980 limited edition prints, 200 artist proof prints and unsigned prints for copyright purposes.

The winning artist agrees to sign and number all of the 1,980 limited edition prints and 200 artist proof prints. He/she further agrees to Remarque the limited editions and artist proof prints in whatever medium he/she desires.

The artist retains all other right to the remarking of the prints, including the rights to establish and collect a fee for this service.

The Department of Natural Resources and Environmental Control retains all rights to the original, including, but not limited to, the right to reproduce the illustration on the face of the Delaware Waterfowl Stamp and the limited and special editions of the lithographed prints, and to advertise the availability of said stamps; limited and special editions prints, with reproduction of a facsimile of the art (not limited to, but including half tones and color lithography).

The Department agrees to issue no further editions of the lithographic prints other than those already mentioned without the expressed written consent of the winning artist.

All entries, except the winning selection, will be returned by UPS to the artists within 90 days of the judging. Entries returned to the Division of Fish and Wildlife for any reason will be held for 90 days, after which time the Division will not be held responsible for its disposition. Artists are advised not to use post office box addresses for returning purposes.

Trout Artist Agreement

The design must be of one or more species of trout (brown, brook, or rainbow) in a setting or environment found in Delaware on an archival surface.

The winning artist will receive a \$250 cash award and a rosette from the Division of Fish and Wildlife commemorating their artistic achievement. The artist agrees that the Division of Fish and

Wildlife has the right to use the design of the trout stamp in one issue of Outdoor Delaware magazine in conjunction with an article about trout fishing in Delaware, on the cover of the Delaware Fishing Guide (fishing regulations booklet) and on other Division media promotions, if the Division so desires. The Department of Natural Resources and Environmental Control retains the right to reproduce the illustration on the face of the Delaware Trout Stamp and to advertise the availability of said stamps. The Division will issue a press release announcing the names of the first, second, and honorable mention winners immediately following the judging.

General Agreement to apply to Waterfowl and Trout

The design must be a horizontal drawing or painting 8 ¾" x 12" on an archival surface. Each entry must be matted with a white, single matte, 12" x 15" and protected by a removable cover of acetate or cellophane. All covering will be removed for display and judging. When matted and ready for display (i.e., protective covering removed) entries must be no more than 7/16" in thickness, and weigh no more than 20 ounces (1 ¼ pounds). Entries must not be framed or under glass. No scroll work, lettering, initials or signatures may appear on the design itself. The design must be the contestant's own original creation and may not be copied or duplicated from previous published art, including photographs. Contestants are limited to two entries.

The judging panel will consist of five impartial members. The judging is open to the public.

All entries, except the winning selection, will be returned by UPS to the artists within 90 days of the judging. Entries returned to the Division of Fish and Wildlife for any reason will be held for 90 days, after which time the Division will not be held responsible for its disposition. Artists are advised not to use post office box addresses for returning purposes.

Exhibition Agreement

WHEREAS, the undersigned has been informed that these works of art will be exhibited at the Delaware Agricultural Museum following the contest; and

WHEREAS, the undersigned has been informed that there will not be insurance available to compensate the owner for loss or damage to the item listed above in the event of damage or destruction or to protect the governmental agencies or their agents against liability in the event of accidental or negligent damaging of said terms; and

WHEREAS, the undersigned recognizes the possible risks of loss as noted above and recognizes that he/she is foreclosing any right he/she may have to recover for damages to the items listed above under certain circumstances;

NOW, THEREFORE, the undersigned specifically agrees to loan to the State of Delaware, on the request of the Delaware Department of Natural Resources and Environmental Control, Division of Fish and Wildlife, the item listed above and agrees that the item may be exposed as works of art in the public building of the Delaware Agricultural Museum at the discretion of the custodians of the building and that the loaning of such works of the art shall be without any pay or rental to the undersigned and shall be with the specific understanding that the State of Delaware does not

undertake to insure such works of art in any way whatsoever and does not insure itself or its agents against possible negligence in the damaging of such works of art.

I agree to all of the above-stated terms:

Signature of Artist

Name (Please Print)

Address: _____

Phone #: _____

Email: _____
Used to send notice of returned artwork with tracking number

Species: _____